

**BID FORM**

MISSOURI DEPARTMENT OF TRANSPORTATION  
GENERAL SERVICES  
P.O. BOX 270  
JEFFERSON CITY, MO 65102

REQUEST NO.	9-160121KH
DATE	January 8, 2016

SEALED BIDS, SUBJECT TO THE ATTACHED CONDITIONS WILL  
BE RECEIVED AT THIS OFFICE UNTIL

**January 21, 2016 at 2:00 PM, Central Time**

AND THEN PUBLICLY OPENED AND READ FOR FURNISHING  
THE FOLLOWING SUPPLIES OR SERVICES.

**QUOTATIONS TO BE BASED F.O.B. MISSOURI  
DEPARTMENT OF TRANSPORTATION**

Submit net bid as cash discount stipulations will not be considered

Carrollton, Missouri

<b>BUYER:</b>	Kristi Hixson, Sr. GS Specialist	<b>BUYER TELEPHONE:</b>	573-526-1975
<b>BUYER EMAIL:</b>	Kristi.Hixson@modot.mo.gov		

**SUPPLIES OR SERVICES**

The Missouri Department of Transportation is seeking bids from qualified bidders to provide **Materials for Building. BID IS FOR MATERIALS ONLY TO INCLUDE DELIVERY.**

SEPARATE ATTACHED DOCUMENTS: (Provided for reference only)

- Carrollton Mechanics and Cold Storage Building Plans
- Carrollton Mechanics and Cold Storage Building Specifications

**\*\*\*NOTE:** *It is the responsibility of the Bidder to access MoDOT's website in order to obtain any and all addenda(s) issued during the course of this RFB Process.*

**All questions regarding this RFB shall be submitted to the RFB Coordinator/Contact.**

**(SEE ATTACHED FOR CONDITIONS AND INSTRUCTIONS)**

*In compliance with the above Request For Bid, and subject to all conditions thereof, the undersigned bidder agrees to furnish and deliver any or all the products on which prices were bid within the timeframe specified herein, after receipt of formal purchase order.*

**Date:** \_\_\_\_\_  
**Telephone No.:** \_\_\_\_\_  
**Fax No.:** \_\_\_\_\_  
**Email Address:** \_\_\_\_\_  
\_\_\_\_\_

**Firm Name:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
\_\_\_\_\_  
**By (Signature):** \_\_\_\_\_  
**Type/Print Name** \_\_\_\_\_  
**Title:** \_\_\_\_\_

**Is your firm MBE certified?**

☐ Yes ☐ No

**Is your firm WBE certified?**

☐ Yes ☐ No

## **1. INTRODUCTION AND GENERAL INFORMATION**

### **1.1 Introduction:**

- 1.1.1 This Request for Bid (RFB) seeks bids from qualified organizations to provide **Materials for a Building in Carrollton, Missouri** to the Missouri Highways and Transportation Commission (MHTC) acting by and through Missouri Department of Transportation (MoDOT). Each bid must be in a sealed envelope, be mailed or delivered by courier to the RFB Coordinator at the below listed address, on or before the date and time listed herein for receipt of bids. All questions regarding the RFB shall be submitted to the RFB Coordinator. **Bids must be returned to the office of the RFB Coordinator no later than January 21, 2016, 2:00 p.m. Central Time.**

#### **RFB COORDINATOR:**

**Kristi Hixson**  
**Missouri Department of Transportation, General Services**

**830 MoDOT Drive (Physical Address)**  
**Jefferson City, MO 65109**

**P.O. Box 270 (Mailing Address, zip 65102)**  
**Jefferson City, MO 65102**

**PHONE: 573-526-1975**

## 2. SCOPE OF WORK

### 2.1 General Requirements:

2.1.1 The bidder shall provide materials on the Pricing Pages for the MHTC and MoDOT, in accordance with the provisions and requirements stated herein. All materials must meet the specifications identified in the attached Carrollton Mechanics and Cold Storage Building Specifications and Carrollton Mechanics and Cold Storage Building Plans.

2.1.2 Products must be delivered to the following location:

Carrollton Maintenance Building  
215 South Mason Road  
Carrollton, Mo 64633

2.1.3 The bidder shall provide all deliverables to the sole satisfaction of MoDOT.

2.1.4 MoDOT reserves the right to obtain “like or similar” products as specified herein from other manufacturers, exclusive of the contract, when use of such products is deemed in the best interest of MoDOT.

2.1.5 MoDOT reserves the right to reject any or all bids and to accept or reject any products thereon, and to waive technicalities. In case of error in the extension of prices in the bid, unit prices will govern.

**2.2 Specific Requirements:** The bidder shall provide products equal to or better than those described in each group. Bidders shall include all items in a group. Bidders do not have to bid on all groups.

2.2.1 Unit Price must include all costs associated for providing the requested products.

2.2.2 Bidder shall provide any additional units needed at Unit Price.

**2.3 Delivery:** Due to limited storage space, multiple deliveries of materials will be made. To be coordinated with the district as materials are needed.

### 2.4 Invoicing and Payment Requirements:

2.4.1 The bidder shall submit an invoice in accordance with products listed on the purchase order and/or contract. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with products listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.

2.4.2 The bidder shall understand and agree MoDOT reserves the right to make contract payments to the bidder through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the bidder must return a completed state Vendor Input ACH/EFT Application, which is downloadable from the Vendor Services Portal at: <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>. Each bidder invoice must be on the bidder’s original descriptive business invoice form and must contain a unique invoice number. The invoice number will be listed on the state’s **Vendor Payment**

**Website** to enable the bidder to properly apply state payments to invoices. The bidder must comply with all other invoicing requirements stated in the RFB.

- 2.4.3 The bidder shall be paid in accordance with the firm, fixed prices stated on the pricing page of this document after completion of deliverables specified herein and acceptance by MoDOT.
- 2.4.4 Other than the payment specified above, no other payments or reimbursements shall be made to the bidder for any reason whatsoever.
- 2.4.5 Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. MoDOT shall not make any advance deposits.
- 2.4.6 MoDOT assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any authorized quantity is subject to the MoDOT's rejection and shall be returned at the bidder's expense.
- 2.4.7 MoDOT reserves the right to purchase goods and services using the state-purchasing card.

## **2.5 Other Contractual Requirements:**

- 2.5.1 Contract Period - The contract shall commence upon award for 120 calendar days.
- 2.5.2 Inspection and Acceptance:
  - a. No product received by MoDOT pursuant to a contract shall be deemed accepted until MoDOT has had reasonable opportunity to inspect said product.
  - b. Products which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, products which are discovered to be defective or which do not conform to any warranty of the bidder upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
  - c. MoDOT reserves the right to return any such rejected shipment at the bidder's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
  - d. The MODOT's right to reject any unacceptable products shall not exclude any other legal, equitable or contractual remedies the MoDOT may have.

## **3. BID SUBMISSION**

### **3.1 Bid Submission Information:**

- 3.1.1 All bids must be received in a sealed envelope/package clearly marked "**Materials for Building**".
- 3.1.2 All bids must be received at the office of the RFB Coordinator as outlined in Section 1. "INTRODUCTION AND GENERAL INFORMATION".
- 3.1.3 The bidder may withdraw, modify or correct his/her bid after it has been deposited with MoDOT provided such request is submitted in writing and received at the location designated for the bid opening prior to the date and time specified for opening bids. Such a request received as

specified will be attached to the bid and the bid will be considered to have been modified accordingly. No bid may be modified after the date and time specified for the opening of bids.

3.1.4 Open Competition / Request For Bid Document:

- a. It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise MoDOT if any language, specifications or requirements of an RFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFB to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer from MoDOT, unless the RFB specifically refers the bidder to another contact. Such communication should be received at least three (3) working days prior to the official bid opening date.
- b. Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all bidders will be advised, via the issuance of an amendment to the RFB, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the RFB, any questions received less than three (3) working days prior to the RFB opening date may not be answered.

**3.2 Bid Review:** Bids will be reviewed to determine if the bid complies with the mandatory requirements, and to determine the lowest bid.

**3.3 Contract Award -** The contract will be awarded to the lowest responsive bidder determined as specified below.

- a. Award of this bid will be made on a "Group-By-Group" basis and by using the lowest bid principle of award, providing the prices are acceptable to MoDOT.
- b. Notification of award will be at the time the tabulation is posted on the Internet. It is the sole responsibility for the bidder to check the website for bid results.
- c. In the event of tie low bids, MoDOT reserves the right to establish the method to be used in determining the award.

#### 4. PRICING PAGE (Page 1 of 6)

4.1 The bidder shall provide a firm, fixed price in the table below for the original contract period for providing the deliverables in accordance with the provisions and requirements of this RFB. All costs associated with providing the required deliverables shall be included in the prices stated below. All items listed in Group must be included in the Group Total Cost. All groups do not need to be bid.

**\*\*All items must meet the specifications of the attached Carrollton Mechanics and Cold Storage Building Specifications and Carrollton Mechanics and Cold Storage Building Plans.**

#### Group 1: Building Materials

Item #	Description	Quantity	Unit Price	Extended Price
G1.1	Column – 2x6x22 Laminated 3 Ply	26		
G1.2	Column – 2x6x24 Laminated 3 Ply	4		
G1.3	Column – 2x6x28 Laminated 3 Ply	4		
G1.4	Bollard – 6 inch single strength steel pipe 7 foot long	24		
G1.5	Bollard – pvc caps to fit	24		
G1.6	Overhead Door – 16x14 insulated garage door metal backs with 1 window with openers	6		
G1.7	Door – 3’x7’x1¾” LHR Type A	1		
G1.8	Door – 3’x7’x1¾” RHR Type A	2		
G1.9	Door – 3’x7’x1¾” RH Type B	1		
G1.10	Door – 3’x7’x1¾” LH Type B	1		
G1.11	Door – 3’x7’x1¾” LH Type C	1		
G1.12	Trusses – 50 foot with 1 foot overhang 3/12 pitch 4 foot on center	31		
G1.13	1¾ x 11 <sup>7</sup> / <sub>8</sub> LVL 20 foot long	26		
G1.14	Lumber – 2x4x20	488		
G1.15	Lumber – 2x6x18	410		
G1.16	Lumber – 2x12x16	10		
G1.17	Lumber – 2x6x18 treated	4		
G1.18	Lumber – 2x6x20 treated	25		
G1.19	Lumber – 2x4 studs 92 <sup>5</sup> / <sub>8</sub>	80		
G1.20	I-Joist 10 foot long	40		
G1.21	Tongue and Groove Plywood – 4x8x <sup>3</sup> / <sub>4</sub>	14		
G1.22	Tyvek Building wrap (sq. ft)	5780		
G1.23	Insulation – r30 batt faced (sq. ft)	6000		
G1.24	Insulation – r21 batt faced (sq. ft)	3230		
G1.25	Insulation – r19 batt faced (sq. ft)	400		
G1.26	Vapor Barrier – 6 mill (sq. ft)	3500		
G1.27	Sheet Rock - 4x10x <sup>5</sup> / <sub>8</sub>	10		
G1.28	Sheet Rock - 4x8x½	25		
G1.29	Sheet Rock - 4x8x½ Green Board	9		
G1.30	FRP Board – fiber core 4x8x½	13		
G1.31	Rebar 1/2” (tons)	3		

#### 4. PRICING PAGE (Page 2 of 6)

**(Continued Group 1: Building Materials)**

Item #	Description	Quantity	Unit Price	Extended Price
G1.32	Window – 6x3 Aluminum Slider with security screen	1		
G1.33	Single Bubble Reflective Insulation (sq. ft)	6480		
G1.34	2x8x16 for stub post	30		
G1.35	Nails – size 20 galvanized ring shank (lbs)	100		
G1.36	Sinkers – size 16 (lbs)	100		
G1.37	27 foot 26 gauge	80		
G1.38	17 foot 26 gauge	55		
G1.39	3 foot 26 gauge	33		
G1.40	18 foot 26 gauge	4		
G1.41	18 foot 9 inch 26 gauge	4		
G1.42	19 foot 6 inch 26 gauge	4		
G1.43	20 foot 3 inch 26 gauge	4		
G1.44	21 foot 26 gauge	4		
G1.45	21 foot 9 inch 26 gauge	4		
G1.46	22 foot 3 inch 26 gauge	4		
G1.47	23 foot 26 gauge	4		
G1.48	23 foot 9 inch 26 gauge	4		
G1.49	18 foot outside corners 26 gauge	4		
G1.50	14 foot outside corners 26 gauge	8		
G1.51	Eve trim (feet) 26 gauge	250		
G1.52	14 foot garage door jamb cover with J trim	12		
G1.53	Screws for outside metal	6000		
G1.54	6 foot garage door jamb cover with J trim	6		
G1.55	Rat Guard 10 foot long	30		
G1.56	Ridge Cap Vented (feet)	130		
G1.57	Fascia Trim (feet)	240		
G1.58	Snow Guards (feet)	240		
G1.59	J trim 10 foot	10		
G1.60	17 foot liner panel 26 gauge	85		
G1.61	30 foot liner panel 26 gauge	68		
G1.62	J trim white 10 foot long	44		
G1.63	Screws for inside metal (white)	6000		

**Group 1: Building Materials Total Cost \$**\_\_\_\_\_

\_\_\_\_\_  
Company

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

#### 4. PRICING PAGE (Page 3 of 6)

##### Group 2: Plumbing Materials

Item #	Description	Quantity	Unit of Measure	Unit Price	Extended Price
G2.1	Foot Trench Drain with 1 catch basin cold storage	40			
G2.2	Foot Trench Drain with 1 catch basin	16			
G2.3	Foot Trench Drain with 1 catch basin	10			
G2.4	Foot sch 40 4-inch pvc with couplings	300			
G2.5	Y s sch 40 4-inch	4			
G2.6	90 Degree sch 40 4-inch	8			
G2.7	45 Degree sch 40 4-inch	8			
G2.8	Foot 2 inch sch 40 pvc	100			
G2.9	Foot 1 ½ inch sch 40 pvc	50			
G2.10	Handicap water closet	1			
G2.11	Urinal	1			
G2.12	Water Fountain ADA	1			
G2.13	Eye Wash Station	1			
G2.14	Water Heater 30 gallon 240 v	1			
G2.15	Lavatory Wall Mount with Faucet ADA	1			
G2.16	Service Sink Cast Iron with Faucet	1			
G2.17	1-inch Back Flow Preventer	1			
G2.18	Hose Bibs	2			
G2.19	Pex Water Line ¾ Red (feet)	200			
G2.20	Pex Water Line ¾ Blue (feet)	200			
G2.21	¾ inch Copper Pipe for Water Supply	100			
G2.22	1-inch Black Iron Pipe for air lines	300			
G2.23	1-inch 90-degree black iron	15			
G2.24	1-inch couplings black iron	15			
G2.25	Quick Couplings	4			
G2.26	Air Hose Reels	4			
G2.27	Air Compressor equal to Ingersoll-Rand Model #2340 28 amp 5hp 60 gallon vertical 2 stage	1			

**Group 2: Plumbing Materials Total Cost \$**\_\_\_\_\_

\_\_\_\_\_  
Company

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature



#### 4. PRICING PAGE (Page 4 of 6)

##### Group 3: Heating/Cooling/Exhaust Materials

Item #	Description	Quantity	Unit of Measure	Unit Price	Extended Price
G3.1	Hanging Heaters – 200,000 btu, natural gas	2			
G3.2	PTAC Units with wall sleeves cool 6.3k cool 7.7k heat	2			
G3.3	36"x36" Shutter mounted exhaust fan with weather hood Dayton Model 1HLB6 & 1WBW2 or equal	2			
G3.4	Motorized Damper with weather hood Dayton Model 3C728 & 1WBW1 or equal	2			
G3.5	Carbon Monoxide Exhaust Systems Car-Mon Models Series BA & CMW or equal	2			

**Group 3: Heating/Cooling/Exhaust Materials Total Cost \$**\_\_\_\_\_

\_\_\_\_\_  
Company

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

#### 4. PRICING PAGE (Page 5 of 6)

##### Group 4: Electrical Materials

Item #	Description	Quantity	Unit of Measure	Unit Price	Extended Price
G4.1	4/O Entrance Cable (feet)	80			
G4.2	2-inch pvc Conduit (feet)	80			
G4.3	2-inch Sweeps	2			
G4.4	2-inch Adaptor	2			
G4.5	Cord Reels with Lamp	3			
G4.6	Ceiling Fans Commercial	3			
G4.7	LED – 8 foot with wire guards 171w	12			
G4.8	LED – 48-inch x 14 <sup>3</sup> / <sub>16</sub> with wire guards 174w	11			
G4.9	LED – 48-inch x 14 <sup>3</sup> / <sub>16</sub> with Emergency LED Driver with wire guards 174w	1			
G4.10	LED – 48-inch Surface Mount with Emergency LED Driver 51w	2			
G4.11	LED – 48-inch Surface Mount 51w	2			
G4.12	LED – Outside Wall Light 64w	7			
G4.13	EMT Conduit – ½ inch (feet)	600			
G4.14	EMT Conduit – ¾ inch (feet)	400			
G4.15	Adaptor – ½ inch	300			
G4.16	Adaptor – ¾ inch	150			
G4.17	Hole Clamps – 1-inch for ½ inch EMT	300			
G4.18	Hole Clamps – 1-inch for ¾ EMT	200			
G4.19	Breaker Box – 42 space 200amp Cutler Hammer	1			
G4.20	Breaker Box – 20 space 100amp Cutler Hammer	1			
G4.21	Receptacles - 20amp	30			
G4.22	Raised Covers for Receptacles to fit 4-inch Boxes	30			
G4.23	Single Pole Switches 20amp	12			
G4.24	Yellow Wire Nuts	300			
G4.25	Red Wire Nuts	300			
G4.26	Ground Rod 10 foot long	1			
G4.27	6 Gauge Inside Wire (feet)	500			
G4.28	3-way Switches 20amp	8			
G4.29	Welder Receptacles	4			
G4.30	Single Pole Breakers 20amp	24			
G4.31	Single Pole Breakers 30amp	4			
G4.32	Double Pole Breakers 20amp	2			
G4.33	Double Pole Breakers 30amp	3			
G4.34	Single Pole GFI Breakers 20amp	12			
G4.35	Double Pole Breakers 50amp	4			
G4.36	Junction Boxes 4-inch	75			
G4.37	500 foot 10 Gauge Stranded Wire Black	2			

#### 4. PRICING PAGE (Page 6 of 6)

**(Continued Group 4: Electrical Materials)**

Item #	Description	Quantity	Unit of Measure	Unit Price	Extended Price
G4.38	500 foot 10 Gauge Stranded Wire Red	2			
G4.39	500 foot 10 Gauge Stranded Wire White	2			
G4.40	500 foot 12 Gauge Stranded Wire Black	5			
G4.41	500 foot 12 Gauge Stranded Wire Red	5			
G4.42	500 foot 12 Gauge Stranded Wire White	7			
G4.43	500 foot 12 Gauge Stranded Wire Green	6			

**Group 4: Electrical Materials Total Cost \$**\_\_\_\_\_

\_\_\_\_\_  
Company

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

# VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM

## Vendor Information

## EXHIBIT I

All bidders must furnish **ALL** applicable information requested below

<b>Vendor Name/Mailing Address:</b>  Email Address:	<b>Vendor Contact Information (including area codes):</b> Phone #: Cellular #: Fax #: <b>Signature:</b>
<b>Printed Name of Responsible Officer or Employee:</b>	<b>Signature:</b>
<b>For Corporations</b> - State in which incorporated:	<b>For Others</b> - State of domicile:
If the address listed in the Vendor Name/Mailing Address block above is not located in the State of Missouri, list the address of Missouri offices or places of business:  <i>If additional space is required, please attach an additional sheet and identify it as <b><u>Addresses of Missouri Offices or Places of Business.</u></b></i>	
<b>M/WBE INFORMATION:</b> List all certified Minority or Women Business Enterprises ( <b><u>M/WBE</u></b> ) utilized in the fulfillment of this bid. Include <u>percentages</u> for subcontractors and identify the M/WBE certifying agency:  <div style="display: flex; justify-content: space-between;"> <span><u>M/WBE Name</u></span> <span><u>Percentage of Contract</u></span> <span><u>M/WBE Certifying Agency</u></span> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <span>_____</span> <span>_____</span> <span>_____</span> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <span>_____</span> <span>_____</span> <span>_____</span> </div>	
<i>If additional space is required, please attach an additional sheet and identify it as <b><u>M/WBE Information</u></b></i>	

## Preference Certification

All bidders must furnish **ALL** applicable information requested below

<b><u>GOODS/PRODUCTS MANUFACTURED OR PRODUCED IN USA:</u></b> If any or all of the goods or products offered in the attached bid which the bidder proposes to supply to the MHTC are <b><u>not</u></b> manufactured or produced in the "United States", or imported in accordance with a qualifying treaty, law, agreement, or regulation, list below, by product or product number, the country other than the United States where each good or product is manufactured or produced.	
Product (or product number)	Location Where Product is Manufactured or Produced
<i>If additional space is required, please attach an additional sheet and identify it as <b><u>Location Products are Manufactured or Produced.</u></b></i>	
<b><u>MISSOURI SERVICE-DISABLED VETERAN BUSINESS:</u></b> Please complete the following if applicable. Additional information may be requested if preference is applicable. See below definitions for qualification criteria: <b>Service-Disabled Veteran</b> is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs. <b>Service-Disabled Veteran Business</b> is defined as a business concern: <ol style="list-style-type: none"> <li>a. Not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and</li> <li>b. The management and daily business operations of which are controlled by one or more service-disabled veterans.</li> </ol>	
<u>Veteran Information</u>	<u>Business Information</u>
_____ Service-Disabled Veteran's Name (Please Print)	_____ Service-Disabled Veteran Business Name
_____ Service-Disabled Veteran's Signature	_____ Missouri Address of Service Disabled Veteran Business

Missouri Highways and Transportation Commission  
Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions  
**STANDARD SOLICITATION PROVISIONS**

- a. The solicitation for the procurement of the supplies referenced therein, to which these "Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions" are attached, is being issued under, and governed by, the provisions of Title 7 – Missouri Department of Transportation, Division 10 – Missouri Highways and Transportation Commission, Chapter 11 – Procurement of Supplies, of the Code of State Regulations. The Missouri Highways and Transportation Commission (MHTC), acting by and through its operating arm, the Missouri Department of Transportation (MoDOT), draws the Bidder's attention to said 7 CSR 10-11 for all the provisions governing solicitation and receipt of bids/quotes and the award of the contract pursuant to this solicitation.
- b. All bids/quotes must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

**GENERAL TERMS AND CONDITIONS**

**Definitions**

Capitalized terms as well as other terms used but not defined herein shall have the meaning assigned to them in section 7 CSR 10-11.010 Definition of Terms.

**Nondiscrimination**

- a. The Contractor shall comply with all state and federal statutes applicable to the Contractor relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*).
- b. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MHTC shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
  - ii. cancellation, termination or suspension of the contract, in whole or in part.

**Contract/Purchase Order**

- a. By submitting a bid/quote, the Bidder agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's bid response, and (3) the MHTC's acceptance of the bid by post-award contract or purchase order.
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized notice to proceed and/or purchase order.

**Applicable Laws and Regulations**

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri, Missouri Department of Revenue, and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MHTC a copy of their current Authority Certificate from the Secretary of State of the State of Missouri and/or a copy of their Certificate of No Tax Due from the Missouri Department of Revenue.
- c. Prior to the issuance of a purchase order and/or notice to proceed, all **out-of-state** Contractors **providing services** within the state of Missouri must submit to MHTC a copy of their current Transient Employer Certificate from the Missouri Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.

**Executive Order:**

The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6<sup>th</sup>) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.

- 1) "By signing this Agreement, the Contractor hereby certifies that any employee of the Contractor assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law."
- 2) In the event the Contractor fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.
- 3) The Contractor shall include the provisions of this paragraph in every subcontract. The Contractor shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

**Preferences**

- a. In the evaluation of bids/quotes, preferences shall be applied in accordance with 7 CSR 10-11.020(7). Contractors should apply the same preferences in selecting subcontractors. The attached document entitled "**VENDOR INFORMATION AND PREFERENCE CERTIFICATION FORM**" must be completed and returned with the solicitation documents.
- b. Bidders are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBEs. Bidders are encouraged to obtain 10% MBE and 5% WBE participation.

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**Cancellation of Contract**

The MHTC may cancel the Contract at any time for a material breach of contractual obligations or for convenience by providing Contractor with written notice of cancellation. Should the MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.

**Bankruptcy or Insolvency**

Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Contractor responsible for damages.

**Warranty**

The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the MHTC, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.

**Status of Independent Contractor**

The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the MHTC. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the MHTC, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.

**Non-Waiver**

If one of the parties agrees to waive its right to enforce any term of this Contract, that party does not waive its right to enforce such term at any other time or to enforce any or all other terms of this Contract.

**Indemnification**

The Contractor shall defend, indemnify and hold harmless MHTC, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Contractor's performance of its obligations under the